bonds in such case may be enjoined, or whether the remedy is confined to restraining the unlawful disposition of funds after the bonds are issued. It is clear that the issuance of illegal or unauthorized bonds will be restrained (*Hodgman* v. *Chicago & St. P. Ry. Co.,* 20 Minn. 48), and the unlawful disposition of the funds of a municipality will also be enjoined. (*City of El Reno* v. *Cleveland-Trinidad Paving Co.,* 25 Okla. 648, 107 Pac. 163). In the principal case, the court went further and enjoined the lawful issuance of bonds, the funds from which could not be applied to the designated purpose, upon the theory that it was merely a timely interposition of equity to avoid misappropriation of funds. In this connection, see *Bates* v. *City of Hastings,* 145 Mich. 574, 108 N. W. 1005. But where it appears that funds derived from a lawful issue of bonds might be used for the voted purpose, the issuance will not be enjoined, although the officers intend to misappropriate the funds. *City of Tampa* v. *Salomonson,* 35 Fla. 446, 17 So. 581; *State of Kansas ex rel* v. *Clay Center,* 76 Kan. 366, 91 Pac. 91. In the case under discussion, the court did not restrain merely an act within the legal discretion of the town council, but did restrain the issuance of bonds which must necessarily result in an another act outside of the council's legal discretion.

INSURANCE—EFFECT OF CHANGE IN TITLE.—A fire insurance policy on a building under construction in favor of plaintiff lumber company contained the provision that it should be void if any change took place in the interest title or possession of the subject of insurance. The policy stood in the name of the owner of the building, and to cover plaintiff's interest a rider was attached to the effect that a loss, if any, was payable to plaintiff as its interest might appear. In the policy there was a printed stipulation that, if an interest under the policy should exist in favor of any person having an interest other than the insured, the conditions of insurance relating to such interest, as should be written upon, attached or appended thereto should apply. *Held,* that the conveyance of the building by the owner to his sister shortly before a loss by fire did not relieve insurer of liability to plaintiff, since the stipulation relating to change in title did not apply to the plaintiff where not set out in the rider. *Royal Ins. Co.* v. *Walker Lumber Co.,* (1916 Wyo.) 155 Pac. 1101.

The case is placed on the same ground as if the plaintiff had been a mortgagee and the interest payable to him as such. The earlier cases which have arisen under similar circumstances do not contain the rider, and the interest is made payable in the "loss payable" clause. In these cases the overwhelming weight of authority is that the mortgagee is merely the appointee of the insured and the terms of the policy apply to him equally, so that a breach by the mortgagor avoids payment to the mortgagee. See note in 18 L. R. A. N. S. 197. But when the interest is attached to the policy by means of a rider, a different question arises, that of determining whether the provisions of the policy attach to the interest appearing in the rider, unless specifically attached in the rider itself. The great weight of authority on this point is in accord with the principal case. *Oakland Home Ins. Co.* v.

Bank of Commerce, 47 Neb. 717; *Queen Ins. Co.* v. *Dearborn Sav. L. & B. Ass'n.,* 175 Ill. 115; *Christenson* v. *Fidelity Ins. Co.,* 117 Iowa 77; *Welch* v. *British Am. Assur. Co.,* 148 Cal. 223; *Senor & Munz* v. *Fire Ins. Co.,* 181 Mo. 104; *East* v. *New Orleans Ins. Ass'n.,* 76 Miss. 697; *Edge* v. *St. Paul F. & M. Ins. Co.,* 20 S. D. 190; *Boyd* v. *Thuringia Ins. Co.,* 25 Wash. 447; *Stamey* v. *Royal Exchange Assur. Co.,* 93 Kan. 707. The minority rule follows the earlier cases and holds that the rider has no effect in removing the person named therein from the conditions of the policy, so that the person named there is merely the appointee of the insured. *Brecht* v. *Law Union & Crown Ins. Co.,* 160 Fed. 399; *Del. Ins. Co.* v. *Greer,* 120 Fed, 916; *Franklin Ins. Co.* v. *Wolff,* 23 Ind. App. 556; *Ritchie City Bank* v. *Fireman's Ins. Co.,* 55 W. Va. 261.

LANDLORD AND TENANT—LIABILITY OF ALIEN ENEMY FOR RENT.—Plaintiff leased property in England to defendant, a subject of Austria, for a term of years. Subsequently war broke out between England and Austria, and Austrian subjects were prohibited from residing in a certain district, wherein the leased property was located. In an action for rent brought by the plaintiff, defendant contended that the order prohibiting him from residing in the specified district terminated the tenancy between him and the plaintiff. *Held,* that the relation of landlord and tenant still existed and that defendant was liable for rent. *London and Northern Estates Company* v. *Schlesinger,* [1916] 1 K. B. 20.

The obligation to pay rent may be suspended not only by eviction of the tenant by the landlord but also by eviction by a holder of paramount title. *Home Insurance Co.* v. *Sherman,* 46 N. Y. 370; *Leopold* v. *Judson,* 75 Ill. 536; *George* v. *Putney,* 58 Mass. 351; *Friend* v. *Oil Well Supply Co.,* 165 Pa. 652; *Maxwell* v. *Urban, 22* Tex. Civ. App. 565. It would seem that the rule holding that tenancy is terminated when the sovereign seizes land under the power of eminent domain might be based upon the theory that the state is a sort of a holder of paramount title. The rule, however, appears to be based on other reasoning. See *O'Brien* v. *Ball,* 119 Mass. 28; *McCardell* v. *Miller, 22* R. I. 96; *Lodge* v. *Martin,* 31 App. Div. 13; *Corrigan* v. *City of Chicago,* 144 Ill. 537, and *Barclay* v. *Pickles,* 38 Mo. 143. In the principal case there is no eviction by the landlord. However, it might well be contended that the order of the government which prohibited the defendant from occupying the premises amounted to an eviction by a holder of paramount title or that this order amounted in effect to an exercise by the sovereign of the power of eminent domain. In either event it might well be held that the obligation to pay rent was suspended.

MARITIME LIENS—LIQUOR NOT A NECESSITY FOR THE CREW OF A FISHING BOAT.—Claiming under a Federal statute giving a lien for supplies or other necessities furnished to a vessel, libellant sought to establish a maritime lien against a fishing vessel for liquor supplied. Libellant alleged that the crew were Austrians, used to liquor, and would not be shipped without it. *Held,*